

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION

UNITED STATES OF AMERICA)	Criminal No. 5:03-CR-0088C
)	
v.)	Filed: 08/27/03
)	
WINDSHIELD SALES & SERVICE, INC.;)	Violation:
WINDSHIELD SALES & SERVICE OF)	
DALLAS, INC.; AND MESQUITE AUTO)	
GLASS, INC.)	
)	15 U.S.C. § 1
Defendants.)	

INFORMATION

The United States of America, acting through its attorneys, charges:

COUNT ONE
15 U.S.C. §1

DESCRIPTION OF THE OFFENSE

1. Windshield Sales & Service, Inc.; Windshield Sales & Service of Dallas, Inc.; and Mesquite Auto Glass, Inc. are hereby made defendants on the charge stated below.

2. Beginning in February 1998, and continuing thereafter through May 1998, the defendants and coconspirators entered into a combination and conspiracy to suppress and restrain competition by agreeing to raise and maintain prices for automotive replacement glass sold by the defendants and coconspirators from places of business located in the central North Texas area, in unreasonable restraint of

interstate trade and commerce, in violation of Section 1 of the Sherman Act (15 U.S.C. § 1).

II.

DEFENDANTS AND COCONSPIRATORS

3. Windshield Sales and Service, Inc. is incorporated and exists under the laws of the State of Texas and has its principal place of business in Fort Worth, Texas. During the period covered by this Count, Windshield Sales and Service, Inc., d/b/a Auto Glass Center, owned and operated four retail automotive replacement glass stores in the central North Texas area. These stores were engaged in the business of selling and installing automotive replacement glass in the central North Texas area.

4. Windshield Sales and Service of Dallas, Inc. is incorporated and exists under the laws of the State of Texas and has its principal place of business in Fort Worth, Texas. During the period covered by this Count, Windshield Sales and Service of Dallas, Inc., d/b/a Auto Glass Center, owned and operated four retail automotive replacement glass stores in the central North Texas area. These stores were engaged in the business of selling and installing automotive replacement glass in the central North Texas area.

5. Mesquite Auto Glass, Inc. is incorporated and exists under the laws of the State of Texas and has its principal place of business in Fort Worth, Texas. During the period covered by this Count, Mesquite Auto Glass, Inc., d/b/a Auto Glass Center, owned and operated three retail automotive replacement glass stores in the central

North Texas area. These stores were engaged in the business of selling and installing automotive replacement glass in the central North Texas area.

6. Various corporations and individuals, not made defendants in this Count, participated as coconspirators in the offense charged and performed acts and made statements in furtherance thereof.

7. Whenever in this Information reference is made to any act, deed, or transaction of any corporation, the allegation means that the corporation engaged in the act, deed, or transaction by or through its officers, directors, employees, agents, or other representatives while they were actively engaged in the management, direction, control, or transaction of its business or affairs.

III.

THE CONSPIRACY

8. The charged combination and conspiracy consisted of a continuing agreement, understanding, and concert of action among the defendants and coconspirators, the substantial terms of which were to raise and maintain prices for automotive replacement glass sold by retail glass stores in the central North Texas area.

9. For the purpose of forming and carrying out the charged combination and conspiracy, the defendants and coconspirators did those things that they combined and conspired to do, including, among other things:

- (a) discussing a discount floor for automotive replacement glass, and a plan to refrain from soliciting certain of each other's customers by offering lower prices for automotive replacement glass sold to such customers in the central North Texas area;

- (b) agreeing to establish a discount floor for automotive replacement glass, and agreeing to refrain from soliciting certain of each other's customers by offering lower prices for automotive replacement glass sold to such customers in the central North Texas area; and
- (c) establishing a discount floor for automotive replacement glass, and monitoring and enforcing compliance with the agreement to refrain from soliciting certain of each other's customers by offering lower prices for automotive replacement glass sold to such customers in the central North Texas area.

IV.

INTERSTATE TRADE AND COMMERCE

10. During the period covered by this Count, defendants and coconspirator corporations purchased substantial quantities of automotive replacement glass which had been produced in states other than Texas and transported to Texas in a continuous and uninterrupted flow of interstate commerce. Defendants and coconspirator corporations resold this automotive replacement glass to retail customers for the replacement of windshields, side glasses, back glasses and other types of automotive glass in pick-up trucks, passenger vehicles, and other vehicles.

11. During the period covered by this Count, the business activities of the defendants and coconspirator corporations that are the subject of this Count were within the flow of, and substantially affected, interstate trade and commerce.

V.

JURISDICTION AND VENUE

12. The combination and conspiracy charged in this Count was formed and carried out, in part, within the Northern District of Texas within the statutory period, having been tolled in the attached Agreement to Toll Statute of Limitations entered into by the United States and the defendants.

ALL IN VIOLATION OF TITLE 15 U.S.C. § 1.

**COUNT TWO
15 U.S.C. §1**

VI.

DESCRIPTION OF THE OFFENSE

13. Windshield Sales & Service, Inc., is hereby made a defendant on the charge stated below.

14. Beginning in March 1998, and continuing thereafter until May 1998, the exact dates being unknown to the United States, the defendant and coconspirators entered into a combination and conspiracy to suppress and restrain competition by agreeing to raise and maintain prices for automotive replacement glass sold by the defendant and coconspirators from places of business located in Lubbock, Texas, in unreasonable restraint of interstate trade and commerce, in violation of Section 1 of the Sherman Act (15 U.S.C. §1).

VII.

DEFENDANT AND COCONSPIRATORS

15. Windshield Sales and Service, Inc. is incorporated and exists under the laws of the State of Texas and has its principal place of business in Fort Worth, Texas. During the period covered by this Count, Windshield Sales and Service, Inc., d/b/a Auto Glass Center, owned and operated Avenue H Auto Glass of Lubbock, Texas. Avenue H Auto Glass was engaged in the business of selling and installing automotive replacement glass in Lubbock, Texas.

16. Various corporations and individuals, not made defendants in this Count, participated as coconspirators in the offense charged, and performed acts and made statements in furtherance thereof.

17. Whenever in this Information reference is made to any act, deed, or transaction of any corporation, the allegation means that the corporation engaged in the act, deed, or transaction by or through its officers, directors, employees, agents, or other representatives while they were actively engaged in the management, direction, control, or transaction of its business or affairs.

VIII.

THE CONSPIRACY

18. The charged combination and conspiracy consisted of a continuing agreement, understanding and concert of action among the defendant and coconspirators, the substantial terms of which were to raise and maintain prices for automotive replacement glass sold by retail glass stores in Lubbock, Texas.

19. For the purpose of forming and carrying out the charged combination and conspiracy, the defendant and coconspirators did those things that they combined and conspired to do, including, among other things:

- (a) discussing installation labor rates on automotive replacement glass, prices for certain high sales volume windshields, the discount floor for other windshields, and a plan to refrain from soliciting certain of each other's customers by offering lower prices for automotive replacement glass sold to such customers in Lubbock, Texas;
- (b) agreeing to increase installation labor rates on automotive replacement glass, agreeing on prices for certain high sales volume windshields, agreeing to establish a discount floor for other windshields, and agreeing to refrain from soliciting certain of each other's customers by offering lower prices for automotive replacement glass sold to such customers in Lubbock, Texas; and
- (c) increasing installation labor rates on automotive replacement glass, setting prices for certain high sales volume windshields, establishing the discount floor for other windshields, and enforcing compliance with the agreement to refrain from soliciting certain of each other's customers by offering lower prices for automotive replacement glass sold to such customers in Lubbock, Texas.

IX.

INTERSTATE TRADE AND COMMERCE

20. During the period covered by this Count, the defendant and coconspirator corporations purchased substantial quantities of automotive replacement glass which had been produced in states other than Texas and transported to Texas in a continuous and uninterrupted flow of interstate commerce. The defendant and coconspirator corporations resold this automotive replacement glass to retail customers for the replacement of windshields, side glasses, back glasses and other types of automotive glass in pick-up trucks, passenger vehicles, and other vehicles.

21. During the period covered by this Count, the business activities of the defendant and coconspirator corporations that are the subject of this Count were within the flow of, and substantially affected, interstate trade and commerce.

X.

JURISDICTION AND VENUE

22. The combination and conspiracy charged in this Count was formed and carried out, in part, within the Northern District of Texas within the statutory period, having been tolled in the attached Agreement to Toll Statute of Limitations entered into by the United States and the defendant.

ALL IN VIOLATION OF TITLE 15 U.S.C. § 1.

DATED this _____ day of _____, 2003.

_____/s/_____
R. HEWITT PATE
Assistant Attorney General

_____/s/_____
DUNCAN S. CURRIE
Chief, Dallas Field Office

_____/s/_____
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_____/s/_____
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_____/s/_____
SCOTT D. HAMMOND
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